SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended		
2. **Request for Proposal (RFP) Number:** N02PC05001-78	3. **Issue Date:** February 3, 2010	4. **Set Aside:** [X] No [ ] Yes Part IV Section L
5. Title : Tools for Electronic Data		
6. ISSUED BY: Office of Acquisitions National Cancer Institute National Institutes of Health		7. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
8. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 3:00 PM local time on Monday, April 5, 2010. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.		
9. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.		
10. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. http://www.ccr.gov		
11. FOR INFORMATION CALL: Evanthia Papadopoulos PHONE: 301-435-3833 e-MAIL: papadopoulose@mail.nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.		
		Evanthia Papadopoulos Contract Specialist Office of Acquisitions National Cancer Institute

RFP TABLE OF CONTENTS

PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/ CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this contract is to use currently available electronic information to expand the spectrum of surveillance data available to researchers, public health practitioners, policy makers, clinicians, and the public. The overall objective of this project is to develop a robust, production level software application/tool that will access electronic data, not currently obtained and autocoded by SEER registries, transmit it to a SEER registry as an input to the registry's data management system, be processed by the system and auto-populate data fields in the registry database. This data will then be available for analysis and reporting.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. ESTIMATED COST AND FIXED FEE

a. The estimated cost of this contract is $________.

b. The fixed fee for this contract is $________. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract. Payment of fixed fee shall not be made in less than monthly increments.

c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is $________.

d. Total funds currently available for payment and allotted to this contract are $________, of which $________ represents the estimated costs, and of which $________ represents the fixed fee. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.

e. It is estimated that the amount currently allotted will cover performance of the contract through _________.

f. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

ARTICLE B.4. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.5. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated December 22, 2009, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

b. The applicable Privacy Act System of Records Number will be specified and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Contracting Officer's Technical Representative (COTR).

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one (1) hardcopy of each report shall be submitted to the Contracting Officer, unless otherwise specified.

a. **Technical Progress Reports**

   1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award. *[Note: Beginning May 25, 2008, the Contractor shall include the applicable PubMed Central or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

      For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) 1 hard copies of these reports will be required as follows:

      [X] Monthly
      [ ] Quarterly
      [ ] Semi-Annually
      [ ] Annually

[ ] Annually (with a requirement for a Draft Annual Report)
[ ] Final - Upon final completion of the contract
[X] Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2. **Reporting Requirements Deliverables**

The process of developing the software tool/application will have several phases - Inception, Elaboration, Construction and Transition. Each of these phases will be associated with artifacts that will be reviewed by the NCI and discussed with the contractor via teleconferences and written reports.

NOTE TO OFFERORS: For these deliverables the stipulated schedules are not mandatory, and alternatives may be proposed in the PMP included in the response. These schedules shall be treated as desired or recommended schedules. Proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.
Proposals should include proposed modifications to deliverable schedule as felt to be appropriate with the exception of deliverables from Task 1.

In fulfillment of this project, the contractor shall provide the following deliverables. All deliverables shall be submitted to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR). Unless specified otherwise, the COTR, and other NCI staff, will have a maximum of ten (10) working days to review the deliverable and return it to the contractor with comments. The following table contains a list of deliverables.

REFERENCE	DELIVERABLE**	DUE DATE*
Task 1	Project management plan (PMP)	Final draft 20 calendar days after contract award
Task 1	Monthly report	Due by the 10 th Calendar day following the end of each month.
Task 1	Draft Final Report	Draft - 30 calendar days prior to end of contract, NCI comments to be received within 10 business days, contractor modifications within an additional 10 business days.
Task 1	Final report	Final - Contract expiration date
Task 1	Kick- off meeting	With all contractors, and separately with individual contractors within 5 calendar days of award via teleconference
Task 1	Summaries of monthly teleconferences	Draft summaries provided within 5 working days of teleconference; final within 5 working days of receipt of comments from the NCI
Task 1	Yearly in person meetings	Dates TBD
Task 2	Summary report on data and data source	3 months after contract award
Task 3	Use Case Document	Deliver in inception phase for initial approval; iteratively over contract period as modifications occur; final at end of contract.
Task 3	Quality Requirements and System Specification Document	Deliver in inception phase for initial approval; iteratively over contract period as modifications occur; final at end of contract
Task 3	Design Document: For tool/application accessing data and transmitting to SEER registry dms; and for modifications to SEER registry dms (and to SEER*DMS if different)	Delivered for initial approval in inception phase; iteratively over contract period as modifications occur; final at end of contract

REFERENCE	DELIVERABLE**	DUE DATE*
Task 3	Test Plan	Delivered for initial approval during elaboration phase; iteratively over contract period as modifications occur; final at end of contract
Task 3	Test Activity Logs and Bug Reports	Deliver to NCI monthly during testing
Task 3	Software documentation	Submit to the NCI during the construction phase. Submit initially no later than 6 months prior to installation of software with iterative review and modifications as they occur. Final to be submitted to the NCI no later than 6 months prior to end of contract.
Task 3	User manual	Submitted to the NCI no later than 2 months prior to implementation of the software. Iterative review will occur. Modifications shall be submitted to the NCI as they occur. A final version shall be submitted no later than 6 months prior to the end of the contract.
Task 3	Installation manual	Submit in draft form to the NCI no later than 2 months prior to the implementation of the software and in final form no later than 2 months prior to the end of the contract. Iterative review will occur.
Task 3	Administration guide	Submit in draft form to the NCI no later than 2 months prior to the implementation of the software and in final form no later than 2 months prior to the end of the contract. Iterative review will occur.
Task 3	Artifacts related to compatibility with SEER*DMS and registry dms	Submitted to the NCI during the elaboration and construction phases. Iterative review will occur. Modifications shall be submitted to the NCI as they occur during remainder of contract and submitted in final form at least 6 months prior to end of contract.
Task 3	Artifacts related to submission of CDEs to the caDSR and successful completion of caBIG ® compatibility review package	Drafts submitted to the NCI no later than 8 months prior to the end of the contract with iterative review and modifications as needed. Achievement of caBIG compatibility shall be achieved by end of contract.
Task 4	Quality Control Plan	Draft plan shall be submitted to NCI no later than 3 months prior to initiation of data collection. Iterative review will occur. Final quality control plan delivered to the NCI not later than 6 months after data collection begins.
Task 5	Data Collection Plan	Submit plan including monthly status report shell to NCI no later than 2 months prior to initiation of data collection. There will be an iterative review process.
Task 6	Monthly reports on data collection status and quality assessment	Submit reports monthly during data collection.

REFERENCE	DELIVERABLE**	DUE DATE*
Task 7	Plan for data analyses	Submit draft to NCI not later than 6 months after data collection begins. There will be an iterative review process.
Task 7	Draft manuscript(s)	Submit draft to NCI no later than 5 months prior to end of contract; NCI will provide comments within 10 business days beginning an iterative review process
	Software tool/application for accessing data elements from defined data source deployed on caGrid	Tool/application shall be successfully deployed on the caGrid by the end of the contract period.

<u>Descriptions of Deliverables</u>

• Project Management Plan (PMP)
A draft Project Management Plan for the project shall be submitted with the response encompassing items listed in section 1.2. In addition, the PMP shall include a detailed schedule for development of all deliverables.

• Monthly Report
This report shall be delivered on the 10th calendar day of each month. Comments from the NCI COTR will be received within 5 business days and contractor responses should be made within an additional 5 business days. This report shall include a brief description of tasks accomplished, issues that arise and resolution, and activities planned for the next monthly reporting period. The first monthly report shall include a roster of all contractor personnel performing work under this contract. If changes are made to personnel working under this contract, an updated roster shall be included with the monthly report following the change. All monthly reports shall include, at a minimum:
•Program status overview, including status of deliverables/milestones
•Activities completed during the month
•Activities planned for the next month
•Issues/obstacles identified and planned/performed resolution. Follow-up on issues/obstacles described in previous monthly reports until resolution is achieved and reported
•Risk factors that may delay completion of planned items and recommended solution(s)

• Draft Final Report
Not later than 30 calendar days prior to the end of the contract, the contractor shall submit a draft Final Report. This shall describe the work accomplished, issues encountered and resolutions to them, recommendations for future enhancements to the application developed, and lessons learned. NCI will review the document, provide comments and contractor responses shall be reviewed in an iterative fashion.

• Final Report
A final report shall be submitted by the contract expiration date. This shall describe the work accomplished, issues encountered and resolutions to them, recommendations for future enhancements to the application developed, and lessons learned. The final version of this report, including any approved changes made during review, shall be delivered at the completion of the contract.

• Summary Report on Data Content and Source
The contractor shall submit a report summarizing the rationale for use of the data content area and data source, including specific data elements to be added to the SEER registry database. The report shall include a complete characterization of the data content and of the data source.

• Use Case Document
The contractor shall submit a compilation of all use cases developed for the project with prioritization.

• Quality Requirements and System Specification Document
The contractor shall submit a report documenting system specifications, non functional requirements, and formats involved in acquiring data at the source, transmitting it to the SEER registry, processing of the data by the SEER registry dms and incorporating the data into the SEER registry database.

• Design Document
The contractor shall develop a design document in draft form and to be iteratively revised (with version control) through the course of the contract. This document shall contain sections on data design, architectural design, interface design and procedural design.

• Test Plan
This deliverable shall contain a complete test plan documenting testing procedures at all levels plus a detailed description of any test data sets that are generated. The deliverable shall be delivered in draft form, revised in accord with comments and iteratively updated (with version control) during the course of the contract. The test plan shall include testing of both the tool/application for accessing data from the source and transmitting it to the SEER registry as well as modifications to the SEER registry data management system (and to SEER*DMS if different).

• Test Activity Logs and Bug Reports
The contractor shall provide access to the NCI COTR and other specified NCI staff to the test activity logs and bug reports on a monthly basis for all levels of testing during the entire period of testing. The contractor shall respond to questions from the NCI COTR within five business days.

• Software documentation
The contractor shall provide all source code with documentation and respond to questions on this deliverable within five business days. This documentation shall be updated periodically (with version control) throughout the contract period and delivered in final form at the end of the contract. This documentation shall include both the tool/application for accessing data at the source and transmitting it to the SEER registry and also document modifications to the SEER*DMS application to allow for processing of the new data elements. Modifications to dms systems other than SEER*DMS shall be delivered to the relevant registry in addition to the NCI COTR.

• User manual
A user manual shall be delivered in draft form two months prior to implementation of the software at the source and the SEER registry. The manual shall be updated (with version control) throughout the contract and delivered in final form at the end of the contract. The user manual should cover all aspects of the tool/application and modification to the SEER registry dms (and to SEER*DMS if different).

• Installation manual
The contractor shall generate an installation manual describing all steps involved in deploying the too/application to access data at the source and transmit to a data management system application including technical specifications. In addition, the installation manual shall include UML and flow diagrams describing modifications to SEER*DMS and the registry team member dms to achieve processing of the new data elements, coding and population of the database.

This manual shall be delivered in draft form two months prior to the start of data collection and in final form two months prior to the end of the contract.

• Administration guide
The contractor shall develop an administration guide describing how the application may be updated and maintained, in addition to issues such as roles, permissions, etc.

This manual shall be delivered in draft form two months prior to the start of data collection and in final form two months prior to the end of the contract.

• Artifacts related to compatibility with SEER*DMS and registry dms
The contractor shall deliver plans for modification of the registry dms and SEER*DMS, if different, to incorporate receipt and processing of new data items, including coding, relevant edits, and population

of data fields. This shall be delivered in draft form as part of the elaboration phase for NCI approval, modified to achieve approval as needed and received in final form two months prior to the end of the contract. Note that resources for modification of SEER*DMS should not be included in budgeting this effort. Resources for modification of other registry dms systems should be included if relevant.

• Artifacts related to submission of CDEs to the caDSR and successful completion of caBIG® compatibility review package
The contractor shall submit drafts of all CDE definitions/metadata, and receive approval, prior to placement in caDSR.

• Quality Control Plan
A quality control plan including all edits, quality control metrics, the protocols for their assessment, and procedures for remediation in case of issues arising shall be delivered in draft form no later than 3 months prior to initiation of data collection. Iterative review will be preformed, and NCI approval obtained prior to data collection. The final plan shall be submitted after six months of data collection. This plan shall include the logic for all edits, sampling plans for manual and automated reviews and analysis procedures for the manual and automated reviews.

• Data Collection Plan
A plan for data collection shall be submitted, and approval obtained, not later than two months prior to the start of data collection. Monthly reports on data collection status and quality assessment shall be delivered.

• Monthly reports on data collection status and quality assessment
During the data collection process monthly reports on data collection and quality assessment shall be delivered as part of the monthly stat report. A draft of the design of this report shall be submitted, and approval obtained, not later than two months prior to the initiation of data collection.

• Plan for data analyses
The contractor shall prepare a detailed plan for data analyses including but not limited to: hypotheses, data fields to be used in the analysis, sample size/power calculations, statistical methods to be used, possible sources of bias, strengths of the data and weaknesses/limitations. The draft shall be submitted to the NCI, and approval received, not later than six months after data collection begins.

• Draft manuscript(s)
If NCI staff are not participating in development of manuscripts, drafts shall be delivered to the NCI COTR not later than five months prior to the end of the contract. After iterative modifications the final manuscript shall be delivered to the NCI COTR not later than two months prior to the end of the contract.

• Software tool/application for accessing data elements from defined data source deployed on caGrid
Prior to the end of the contract the software tool/application for accessing data at the source and transmitting it to a data management system shall be deployed on the caGrid. Source code, with documentation, shall be made available through caBIG and delivered to the NCI COTR.

3. **Summary of Salient Results**

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

b. **Other Reports/Deliverables**

1. **Source Code and Object Code**

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

2. **Information Security Reporting Requirements**

The Contractor shall submit the following reports as required by the INFORMATION SECURITY Article in SECTION H of this contract. Note: Each report listed below includes a reference to the appropriate subparagraph of this article.

a. **Roster of Employees Requiring Suitability Investigations**

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Contracting Officer's Technical Representative (COTR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. (Reference subparagraph c.(2) of the INFORMATION SECURITY Article in SECTION H of this contract.)

b. **Information Security Training Report**

The Contractor shall maintain a listing by name and title of each employee (including subcontractors) working under this contract that has completed the NIH required information security training. Any additional security training completed by Contractor/ Subcontractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2.a. Technical Progress Reports.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.] (Reference subparagraph d. of the INFORMATION SECURITY Article in SECTION H of this contract.)

c. **Reporting of New and Departing Employees**

The Contractor shall notify the Contracting Officer's Technical Representative (COTR) and Contracting Officer within five business days of staffing changes for positions that require suitability determinations as follows (Reference subparagraph f. of the INFORMATION SECURITY Article in SECTION H of this contract.):

(1) **New Employees:** Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.

(2) **Departing Employees:** 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COTR and/or Contracting Officer upon request

d. **Contractor - Employee Non-Disclosure Agreement(s)**

The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is located at: http://ocio.nih.gov/security/Nondisclosure.pdf. (Reference subparagraph g.of the INFORMATION SECURITY Article in SECTION H of this contract.)

e. **Self Assessment & Information Security Plan Reporting**

(1) **NIST SP 800-53 Self-Assessment** (Reference subparagraph h. of the INFORMATION SECURITY Article in SECTION H of this contract.)

The contractor shall annually update and resubmit its Self-Assessment required by NIST SP 800-53, Recommended Security Controls for Federal Information Systems to the Contracting Officer's Technical Representative (COTR), with a copy to the Contracting Officer. (http://csrc.nist.gov/publications - under Special Publications).

The Contractor's annual update to its Self-Assessment Questionnaire shall include similar information for any subcontractor that performs under the SOW to (1) develop a Federal information system(s) at the Contractor's/Subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the Contractor's/Subcontractor's facility.

(2) **Information System Security Plan** (Reference subparagraph i. of the INFORMATION SECURITY Article in SECTION H of this contract.)

The Contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the COTR no later than 90 calendar days after contract award.

Following approval of its draft ISSP, the Contractor shall update and resubmit its ISSP to the COTR every three years or when a major modification has been made to its internal system. The Contractor shall use the current ISSP template in Appendix A of NIST SP 800-18, Guide to Developing Security Plans for Federal Information Systems. (http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf).

The Contractor shall include similar information for any subcontractor performing under the SOW with the Contractor whenever the submission of an ISSP is required.

3. **Section 508 Annual Report**

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. Instructions for completing the report are available at: http://508.hhs.gov/.

ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 2207, MSC 7987, Bethesda, Maryland 20892-7987 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

The annual utilization report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted on the expiration date of the contract. All reports shall be sent to the following address:

Contracting Officer
National Institutes of Health

National Cancer Institute
Office of Acquisition
6120 Executive Blvd.
EPS, Room 6020
Bethesda, Maryland 20892- 7195

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (http://www.iedison.gov), or by contacting the Extramural Inventions and Technology Resources Branch, OPERA, NIH.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this SECTION, TBD is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at:
National Cancer Institute
6116 Executive Boulevard
National Cancer Institute
Bethesda, MD 20892-8316

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

*FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).*

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from July 1, 2010 through June 30, 2014.

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Description Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below:

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
(1)	Project management plan (PMP)	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Final draft 20 calendar days after contract award
(2)	Monthly report	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Due by the 10 th Calendar day following the end of each month.
(3)	Draft Final Report	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Draft - 30 calendar days prior to end of contract, NCI comments to be received within 10 business days, contractor modifications within an additional 10 business days.
(4)	Final report	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Final - Contract expiration date
(5)	Kick- off meeting	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	With all contractors, and separately with individual contractors within 5 calendar days of award via teleconference
(6)	Summaries of monthly teleconferences	Task 1	Electronic copy to the Contracting Officer's Technical	Draft summaries provided within 5 working days of

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
			Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	teleconference; final within 5 working days of receipt of comments from the NCI
(7)	Yearly in person meetings	Task 1	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Dates TBD
(8)	Summary report on data and data source	Task 2	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	3 months after contract award
(9)	Use Case Document	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Deliver in inception phase for initial approval; iteratively over contract period as modifications occur; final at end of contract.
(10)	Quality Requirements and System Specification Document	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Deliver in inception phase for initial approval; iteratively over contract period as modifications occur; final at end of contract
(11)	Design Document: For tool/application accessing data and transmitting to SEER registry dms; and for modifications to SEER registry dms (and to SEER*DMS if different)	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Delivered for initial approval in inception phase; iteratively over contract period as modifications occur; final at end of contract
(12)	Test Plan	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Delivered for initial approval during elaboration phase; iteratively over contract period as modifications occur; final at end of contract

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
(13)	Test Activity Logs and Bug Reports	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Deliver to NCI monthly during testing
(14)	Software documentation	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submit to the NCI during the construction phase. Submit initially no later than 6 months prior to installation of software with iterative review and modifications as they occur. Final to be submitted to the NCI no later than 6 months prior to end of contract.
(15)	User manual	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submitted to the NCI no later than 2 months prior to implementation of the software. Iterative review will occur. Modifications shall be submitted to the NCI as they occur. A final version shall be submitted no later than 6 months prior to the end of the contract.
(16)	Installation manual	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submit in draft form to the NCI no later than 2 months prior to the implementation of the software and in final form no later than 2 months prior to the end of the contract. Iterative review will occur.
(17)	Administration guide	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1)	Submit in draft form to the NCI no later than 2 months prior to the implementation of the software and in final form no later than 2 months prior

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
			hard copy to the Contracting Officer	to the end of the contract. Iterative review will occur.
(18)	Artifacts related to compatibility with SEER*DMS and registry dms	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submitted to the NCI during the elaboration and construction phases. Iterative review will occur. Modifications shall be submitted to the NCI as they occur during remainder of contract and submitted in final form at least 6 months prior to end of contract.
(19)	Artifacts related to submission of CDEs to the caDSR and successful completion of caBIG ® compatibility review package	Task 3	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Drafts submitted to the NCI no later than 8 months prior to the end of the contract with iterative review and modifications as needed. Achievement of caBIG compatibility shall be achieved by end of contract.
(20)	Quality Control Plan	Task 4	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Draft plan shall be submitted to NCI no later than 3 months prior to initiation of data collection. Iterative review will occur. Final quality control plan delivered to the NCI not later than 6 months after data collection begins.
(21)	Data Collection Plan	Task 5	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submit plan including monthly status report shell to NCI no later than 2 months prior to initiation of data collection. There will be an iterative review process.
(22)	Monthly reports on data collection status and quality assessment	Task 6	Electronic copy to the Contracting Officer's Technical Representative and Contracting	Submit reports monthly during data collection.

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
			Officer and one (1) hard copy to the Contracting Officer	
(23)	Plan for data analyses	Task 7	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submit draft to NCI not later than 6 months after data collection begins. There will be an iterative review process.
(24)	Draft manuscript(s)	Task 7	Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Submit draft to NCI no later than 5 months prior to end of contract; NCI will provide comments within 10 business days beginning an iterative review process
(25)	Software tool/ application for accessing data elements from defined data source deployed on caGrid		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Tool/application shall be successfully deployed on the caGrid by the end of the contract period.
(26)	Source Code and Object Code		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Expiration date of the contract
(27)	Roster of Employees Requiring Suitability Investigations		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Within in 14 calendar days of the effective date of the contract. Any revisions to the Roster as a result of staffing changes shall be submitted within fifteen (15) calendar days of the change.
(28)	Information Security Traning Report		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	First report shall be included in the first technical progress report. Revisions to the list due to staffing changes shall be submitted with the next required

Item	DESCRIPTION	SOW/RFP REFERENCE	Delivered To	DUE DATE
				technical progress report.
(29)	Reporting of New and Departing Employees		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Revisions due to staffing changes shall be submitted within five (5) working days of the change.
(30)	Contractor- Employee Non-Disclosure Agreement(s)		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Due prior to the start of work under the contract. Addtional Staff must complete prior to the start of work under the contract.
(31)	Self Assessment & Information Security Plan Reporting		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	Self Assessment due annually. Information Security Plan draft shall be submitted with the proposal. The plan shall be finalized with the COTR no later than 90 calendar days after contract award.
(32)	Section 508 Annual Report		Electronic copy to the Contracting Officer's Technical Representative and Contracting Officer and one (1) hard copy to the Contracting Officer	TBD

b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No.	Quantity
Contracting Officer's Technical Representative (COTR) TO BE DETERMINED	Items (1) through (32)	One (1) electronic copy
Contracting Officer (CO) Office of Acquisition National Cancer Institute Room 6020 6120 Executive Boulevard MSC 7195 Bethesda, Maryland 20892-7195	Items (1) through (32)	One (1) hard copy and one (1) electronic copy

ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.acquisition.gov/comp/far/index.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The following Contracting Officer's Technical Representative(s) (COTR(s)) will represent the Government for the purpose of this contract:

TBD

The COTR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The alternate COTR is responsible for carrying out the duties of the COTR only in the event that the COTR can no longer perform his/her duties as assigned.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Contracting Officer hereby delegates the COTR as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.

The Government may unilaterally change its COTR designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.270-5 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
TBD	

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

    a. The original invoice shall be submitted to the following **designated billing office**:

    National Institutes of Health
    Office of Financial Management
    Commercial Accounts
    2115 East Jefferson Street, Room 4B-432, MSC 8500
    Bethesda, MD 20892-8500

    b. One copy of the invoice shall be submitted to the following **approving official**:

    Contracting Officer
    Office of Acquisitions
    National Cancer Institute, NIH
    EPS, Room 6020
    6120 EXECUTIVE BLVD MSC 7195
    BETHESDA, MD 20892- 7195

    E-Mail: TBD

    The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. ***[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]***

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

    a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute .

    b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NCI OA Branch B - ncibranchbinvoices@mail.nih.gov .

    c. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

d. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [*Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

e. Invoice Matching Option. This contract requires a two-way match.

f. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.

ARTICLE G.4. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC-7540
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.5. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "Contractor's Guide for Control of Government Property," which can be found at:

http://www.hhs.gov/oamp/policies/contractors_guide_for_control_of_gov_property.pdf.

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted TBD .

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://oamp.od.nih.gov/OD/CPS/cps.asp

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. NEEDLE EXCHANGE

The Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

ARTICLE H.3. PRESS RELEASES

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE H.4. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING SCIENTIFIC INFORMATION

The Contractor shall not use contract funds to disseminate scientific information that is deliberately false or misleading.

ARTICLE H.5. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

The Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(3) Definition of unauthorized alien. - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

ARTICLE H.6. PRIVACY ACT, HHSAR 352.270-11 (January 2006)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as HHS employees. These provisions also apply to all subcontracts awarded under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)).

The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work to be performed by the Contractor; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html.

The Privacy Act System of Records applicable to this project is Number 09-25-0200. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm.

ARTICLE H.7. SUBCONTRACTING PROVISIONS

a. **Small Business Subcontracting Plan**

   1. The Small Business Subcontracting Plan, dated TBD is attached hereto and made a part of this contract.
   2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. **Subcontracting Reports**

   The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov.

   1. Individual Subcontract Reports (ISR)

      Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

      April 30th
      October 30th
      Expiration Date of Contract

   2. Summary Subcontract Report (SSR)

      Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

      October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer shall be included as a contact for notification purposes at the following e-mail address:

TBD
Contracting Officer

ARTICLE H.8. INFORMATION SECURITY

The Statement of Work (SOW) requires the Contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the Contractor and any subcontractor performing under this contract shall comply with the following requirements:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); http://csrc.nist.gov/drivers/documents/FISMA-final.pdf

a. Information Type

[ ] Administrative, Management and Support Information

[X] Mission Based Information

C.3.5.1 System Development

D.19.1 Scientific and Technology Research: Innovation

b. Security Categories and Levels

Confidentiality Level:	[X] Low [ ] Moderate [ ] High
Integrity Level:	[ ] Low [X] Moderate [ ] High
Availability Level:	[X] Low [ ] Moderate [ ] High

Overall Level: [ ] **Low** [X] **Moderate** [ ] **High**

c. Position Sensitivity Designations

1. The following position sensitivity designations and associated clearance and investigation requirements apply under this contract.

   [ ] **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI**). Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI)

   [ ] **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

   [X] **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

2. The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability

to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Contracting Officer's Technical Representative (COTR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: http://ais.nci.nih.gov/forms/Suitability-roster.xls.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: http://ais.nci.nih.gov.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

3. Contractor/Subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

   Levels 5 and 1: Contractor/Subcontractor employees may begin work under the contract after the Contractor has submitted the name, position and responsibility of the employee to the COTR, as described in paragraph c. (2) above.

   Level 6: In special circumstances the COTR may request a waiver of the pre-appointment investigation. If the waiver is granted, the COTR will provide written authorization for the Contractor/Subcontractor employee to work under the contract.

d. Information Security Training

The Contractor shall ensure that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: http://irtsectraining.nih.gov/ prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working under this contract that has completed the NIH required training. Any additional security training completed by Contractor/Subcontractor staff shall be included on this listing. The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.

e. Rules of Behavior

The Contractor/Subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: http://irm.cit.nih.gov/security/nihitrob.html.

f. Personnel Security Responsibilities

Contractor Notification of New and Departing Employees Requiring Background Investigations

1. The Contractor shall notify the Contracting Officer, the Contracting Officer's Technical Representative (COTR), and the Security Investigation Reviewer **within five working days** before a new employee assumes a position that requires a suitability determination or when an employee with a security clearance stops working under the contract. The Government will initiate a background investigation on new employees requiring security clearances and will stop pending background investigations for employees that no longer work under the contract.
2. New employees: Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling

a new position, provide a description of the position and the Government will determine the appropriate security level.

3. Departing employees:

    - Provide the name, position title, and security clearance level held by or pending for the individual.
    - Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COTR and/or Contracting Officer upon request.

g. Commitment to Protect Non-Public Departmental Information Systems and Data

1. Contractor Agreement

    The Contractor and its subcontractors performing under this SOW shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

    -18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
    -18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
    -Public Law 96-511 (Paperwork Reduction Act)

2. Contractor-Employee Non-Disclosure Agreements

    Each Contractor/Subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Contracting Officer's Technical Representative (COTR) prior to performing any work under the contract.

h. NIST SP 800-53 Self-Assessment

The contractor shall annually update and re-submit its Self-Assessment required by NIST SP 800-53, *Recommended Security Controls for Federal Information Systems*. (http://csrc.nist.gov/publications - under Special Publications).

Subcontracts: The Contractor's annual update to its Self-Assessment Questionnaire shall include similar information for any subcontractor that performs under the SOW to (1) develop a Federal information system(s) at the Contractor's/Subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the Contractor's/Subcontractor's facility.

The annual update shall be submitted to the Contracting Officer's Technical Representative (COTR), with a copy to the Contracting Officer.

i. Information System Security Plan

The Contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the Contracting Officer's Technical Representative (COTR) no later than 90 calendar days after contract award.

Following approval of its draft ISSP, the Contractor shall update and resubmit its ISSP to the COTR every three years or when a major modification has been made to its internal system. The Contractor shall use the current ISSP template in Appendix A of NIST SP 800-18, Guide to Developing Security Plans for Federal Information Systems. (http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf). The details contained in the Contractor's ISSP shall be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels of this Article.

Subcontracts: The Contractor shall include similar information for any subcontractor performing under the SOW with the Contractor whenever the submission of an ISSP is required.

j. Common Security Configurations

The contractor shall ensure that any information technology acquired under this contract incorporates the applicable common security configuration established by the National Institute of Standards and Technology (NIST) at http://checklists.nist.gov.

ARTICLE H.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (January 2008)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at http://www.section508.gov/. The complete text of Section 508 Final provisions can be accessed at http://www.access-board.gov/sec508/provisions.htm.

The Section 508 standards applicable to this contract/order are identified in the Statement of Work. The contractor must provide a written Section 508 conformance certification due at the end of each order/contract exceeding $100,000 when the order/contract duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

In the event of a modification(s) to the contract/order, which adds new EIT products and services or revised the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products and services support Section 508 accessibility requirements. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://508.hhs.gov.

[(End of HHSAR 352.270-19(b)]

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding increment funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Contracting Officer's Technical Representative (COTR). Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available at: http://508.hhs.gov/ under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding incremental funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report:

TBD

[End of HHSAR 352.270-19(c)]

ARTICLE H.10. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477).** All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.11. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. **Service Involving the Use of Information Technology**
   YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

   The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:
http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clausesDGS.jsp

ARTICLE I.1. General Clauses for a Cost-Reimbursement Service Contract

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

a. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1. FAR Clause **52.217-2, Cancellation Under Multiyear Contracts** (October 1997).

2. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (July 2005).

   "(c) Waiver of evaluation preference.....
   [ ] Offeror elects to waive the evaluation preference."

3. FAR Clause **52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting** (April 2008).

4. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (April 2009).

5. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

6. FAR Clause **52.224-2, Privacy Act** (April 1984).

7. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

8. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

9. FAR Clause **52.246-23, Limitation of Liability** (February 1997).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

1. HHSAR Clause **352.224-70, Confidentiality of Information** (January 2006).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

*1. **NIH (RC)-7, Procurement of Certain Equipment** (April 1984).*

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

a. FAR Clause **52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees** (December 2004)

(a) Definition. As used in this clause --

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1)Contractors and subcontractors that employ fewer than 15 persons;

(2)Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4)Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 2021, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	Attachment1.pdf
Attachment 2:	Proposal Intent Response Sheet	http://rcb.cancer.gov/rcb-internet/forms/intent.jsp
Attachment 3:	Statement of Work	Attachment3.pdf
Attachment 4:	Information Technology Systems Security - Prospective Offeror Non-Disclosure Agreement	http://rcb.cancer.gov/rcb-internet/forms/IT-security-nondisclosure.pdf

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 5:	Technical Proposal Cost Summary	http://www.niaid.nih.gov/contract/forms.htm
Attachment 6:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 7:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 8:	Small Business Subcontracting Plan	http://www.hhs.gov/osdbu/SubcontractPlan-FY08.doc
Attachment 9:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	http://oamp.od.nih.gov/contracts/BUSCOST.HTM http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls
Attachment 10:	Offeror's Points of Contact	http://www.niaid.nih.gov/contract/forms.htm
Attachment 11:	Certificate of Current Cost or Pricing Data	http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf
Attachment 12:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 13:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf
Attachment 14:	Privacy Act System of Records	http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm

Attachment No.	Title	Location
Attachment 15:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 16:	Government Property Schedule	To be determined during negotiations.
Attachment 17:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf
Attachment 18:	Commitment to Protect Non-Public Information Contractor Agreement	http://irm.cit.nih.gov/security/Nondisclosure.pdf
Attachment 19:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 20:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the **Online Representations and Certifications Application (ORCA)** at: https://orca.bpn.gov/ and complete the Representations and Certifications; and

2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL:**
   SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

   which can be accessed electronically from the INTERNET at the following address:
   http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf

If you are unable to access this SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. ***INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION*** *[FAR Provision 52.215-1 (January 2006)]*

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i)Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following statements, specifying the particular portions of the proposal which are to be restricted:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

(2) In addition, the offeror must mark each page of data it wishes to restrict with the following statement:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."

(3) Offerors are cautioned that proposals submitted with restrictive statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be

necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Alternate I (*October 1997).As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:*

(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals

in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

b. **NAICS CODE AND SIZE STANDARD**

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

1. The North American Industry Classification System (NAICS) code for this acquisition is 541511.
2. The small business size standard is $25,000,000 per annum.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification System (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. **TYPE OF CONTRACT AND NUMBER OF AWARDS**

It is anticipated that multiple awards will be made from this solicitation and that the award(s) will be made on/ about July 1, 2010.

It is anticipated that the awards from this solicitation will be a multi-year Cost-Reimbursement type Completion contract with a Term of 4Years, and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

d. **ESTIMATE OF EFFORT**

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 26,380 labor hours over a 4 year period. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

e. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

f. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

g. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

h. **REFERENCE MATERIALS**

Additional information about this requirement is available at the following websites:

http://seer.cancer.gov/registries/seerdms.html

www.cancer.gov

surveillance.cancer.gov

cancercontrol.cancer.gov/d4d

seer.cancer.gov

seer.cancer.gov/seerdms.html

http://seer.cancer.gov/qi/index.html

https://cabig.nci.nih.gov/sharable/compatible?pid=primary.2006-07-07.4911641845&sid=Tool_Compatible&status=True

https://cabig.nci.nih.gov/guidelines_documentation/

Failure of offerors to examine the reference materials prior to proposal preparation and submission will be at the offeror's risk.

i. **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

j. **SERVICE OF PROTEST** (SEPTEMBER 2006) - FAR 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
Office of Acquisitions
National Cancer Institute
EPS, Room 6020
6120 EXECUTIVE BLVD MSC 7195
BETHESDA MD 20892- 7195

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2. **INSTRUCTIONS TO OFFERORS**

a. **GENERAL INSTRUCTIONS**

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

1. **Contract Type and General Clauses**

It is contemplated that a cost-reimbursement type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. **Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

3. **Proposal Summary and Data Record (NIH-2043)**

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See SECTION J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

4. **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

6. **Evaluation of Proposals**

The Government will evaluate proposals in accordance with the criteria set forth in PART IV, SECTION M of this RFP.

7. **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

8. **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

9. **Specific Copyright Provisions Applicable to Software Development and/or Enhancement(s)**

Under the provisions of the Rights in Data General clause (52.227-14), contractors must seek permission to establish a copyright for software and associated data generated under a contract. As a general rule, permission is normally granted provided, a paid-up, world-wide, irrevocable, nonexclusive license to the Government is provided. This is to advise offerors that for this project, the Government intends to assert additional copyright permissions under this contract.The Government will require: access to source code for all software products developed under this contract.

10. **Privacy Act - Treatment of Proposal Information**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

11. **Selection of Offerors**

a. The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.

b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.

c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

d. If the Government intends to conduct discussions prior to awarding a contract -

   1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

      Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

   2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

      While it is NCI's policy to conduct discussions with all offerors in the competitive range, NCI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written

Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

e. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror.

f. The NCI reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding $25,000 will be published in FedBizOpps.

12. **Past Performance Information**

a. Offerors shall submit the following information as part of their Technical proposal.

A list of the last 3 contracts completed during the past Five years and the last 3 contracts awarded currently being performed that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as one over $1,000,000..

Include the following information for each contract or subcontract listed:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. North American Industry Classification System (NAICS) Code

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

b. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

13. **Electronic and Information Technology Accessibility, HHSAR 352.270-19(a) (January 2008)**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794D), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

1. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and
2. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

Accordingly, any vendor submitting a proposal/quotations/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 provisions is available at http://www.section508.gov/. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/sec508/provisions.htm.

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/ Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at http://508.hhs.gov.

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and/or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government - i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expenses.

(End of provision)

14. ***Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)***

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://www.acquisition.gov/far/index.html.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

a. *Data Universal Numbering System (DUNS) Number, FAR Provision 52.204-6 (April 2008).*

b. *Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).*

c. *Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*

d. *Limitations on Pass-Through Charges--Identification of Subcontract Effort, FAR Provision 52.215-22, (October 2009).*

b. **TECHNICAL PROPOSAL INSTRUCTIONS**

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

Note to Offerors: Beginning May 25, 2008, the offeror shall include the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.

1. **Technical Discussions**

   The technical discussion included in the technical proposal should respond to the items set forth below:

   a. **Statement of Work**

      1. Objectives

         State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

      2. Approach

         The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. Proposals which merely restate the requirements of the Government's scope of work will not be eligible for award.

         Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

      3. Methods

         Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

      4. Schedule

         Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b. **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

1. Single Principal Investigator/Project Director

   List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

2. Multiple Principal Investigators

   The NIH now provides offerors the opportunity to propose a multiple Principal Investigator (PI) model on research and development contracts. The multiple PI model is intended to supplement, and not replace, the traditional single PI model. The NIH chose this RFP as a candidate for the multiple PI model. Ultimately, the decision to submit a proposal using the multiple PI versus single PI is the decision of the investigators and their institutions. The decision should be consistent with and justified by the scientific goals of the project.

   It is essential that organizations consider all aspects of this approach before submitting a proposal. While there are some projects that clearly are appropriate for the multiple PI model, the "fit" of other projects may not be so clear. Offerors should base the selection of either the single PI or multiple PI option on the research proposed, to ensure optimal facilitation of the science. Projects suitable for the multiple PI model could include as few as two PIs who are jointly responsible for the scientific and technical direction of the project. The multiple PI option is based on the proposed project, not on the number of performance sites or the number of participating institutions.

   Multiple PIs under research contracts shall use the Subcontract Model. In this approach, offerors submit a single proposal, and a single award is made to the prime contractor. The prime contractor, when appropriate, will award subcontracts to fund the components of the project at the other institutions. The relationship between the contractor and subcontractors must be designed to support all components of the project.

To facilitate communication with the NIH, the offeror must designate a Contact PI at the time of proposal submission. The Contact PI must be employed at the prime contractor's organization. The designation of the Contact PI may rotate on an annual basis. However, this rotation is restricted to PIs located at the prime contractor's organization. The Contact PI is responsible for: relaying communications between all of the PIs and the NIH, and coordinating progress reports for the project. Being named Contact PI does not confer any special authority for the project.

Leadership Plan

Offerors proposing multiple PIs will need to submit a Leadership Plan as part of the Technical Proposal. The Leadership Plan shall describe the governance and organizational structure of the research project including communication plans, process for making decisions on scientific direction, allocation of resources, publications, intellectual property issues, and procedures for resolving conflicts. The Leadership Plan shall follow the Table of Contents provided below:

I. Rationale
Include a discussion of how the project will be enhanced by the multiple PI approach.

II. Identification of all proposed PIs
Identify the proposed PIs, their point of contact information and affiliated organizations, and the percentages of time proposed for this project. Identify the Contact PI and plans for rotation of that role, if any.

III. Roles and Responsibilities
Identify both the scientific and administrative roles and responsibilities of all named PIs.

IV. Approach to Fiscal and Management Coordination
Describe how the project will be performed and monitored from a fiscal and management perspective. Discuss organizational administrative coordination and support.

V. Project Direction and Resource Allocation
Address how decisions will be made regarding scientific direction, and, how resources will be allocated and redistributed if needed during performance. Address plans for shared resources such as IT or other shared data considerations. If joint standard operating procedures will be developed, describe this process.

VI. Communication and Lines of Authority
Address communication and lines of authority within and among PIs and within and among organizations.

VII. Data sharing, Intellectual Property, Publication, and other Proprietary Considerations
Data sharing plans, intellectual property considerations, publication agreements, and any other proprietary or confidential information sharing should be addressed in this section.

VIII. Conflict Resolution
Address how conflicts will be avoided, identified, and resolved.

IX. Other
Address any other information relative to the leadership approach to Multiple PI projects.

Offerors submitting single PI proposals do not need to submit a Leadership Plan.

3. Other Investigators

   List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

4. Additional Personnel

   List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

   - The specific items or expertise they will provide.
   - Their availability to the project and the amount of time anticipated.
   - Willingness to act as a consultant.
   - How rights to publications and patents will be handled.

5. Resumes

   Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

2. **Other Considerations**

   Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

   a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
   b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
   c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
   d. Other factors you feel are important and support your proposed research.
   e. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

3. **Technical Evaluation**

Proposals will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award of this solicitation.

4. **Additional Technical Proposal Instructions**

Technical Discussions

The contracts awarded under this RFP shall facilitate maximum use of electronic data currently available to enhance surveillance efforts. Offerors shall demonstrate the use of novel informatics approaches resulting in software applications that will facilitate expanding data content areas accessible to cancer surveillance, and/or maximizing use of reporting sources, while minimizing the impact on SEER Program registry staff. It is mandatory that the offeror's proposal will involve at least one SEER central cancer registry as part of the team.

The offeror shall discuss the balance between demonstrating deployment in multiple facilities of a given type (e.g. physician offices, radiology facilities) and covering a reasonable percentage of data, of a particular type, coming into the central registry. In most cases, a minimum of 2-5 separate facilities/deployments will be expected. The proposal should discuss the percentage of the SEER registry catchment area that will be covered, both during the contract period, and potentially in future extensions.

The process for interactions between future system users and system developers must be described. The use of iterations, how components of these will be determined and estimates of numbers of iterations and timing involved shall be presented in the response.

The activities performed under the contract(s) resulting from this RFP shall make use of the infrastructure established by caBIG®, a program launched by NCI to speed research discoveries and improve patient outcomes by linking researchers, physicians, and patients throughout the cancer community. All applications developed under this initiative shall conform to caBIG® Compatibility Guidelines to a Silver/Gold level. In addition to conforming to caBIG® standards, the software application shall be mountable on the caGrid. This will allow for sharing of software tools, and associated documentation, to additional users via caBIG® . If caBIG guidelines for Silver Compliance change over the course of this contract's performance period, the Offeror will be required to be compliant with the guidelines in effect at the time the deliverable is due

New data elements shall be brought into the SEER Registry data management system. This system shall be modified to accommodate the new data, judge its reportability, match, consolidate and edit the data as appropriate. The contractor shall develop quality control metrics and quality control report(s) that can be run with each data submission through the application or cumulatively on data that has passed through the application over a given period of time. These reports shall be the basis for any additional quality control that is done before the data is used for analysis. The goal is to bring in new data content while minimizing manual tasks, including those associated with quality control, by registry staff. How and the extent to which this will be accomplished should be described in the proposal.

The application must be designed to be completely interoperable with SEER*DMS, at all levels, even if the SEER registry team member does not use this data management system. This includes modification of SEER*DMS to be able to accept and process data from the application. The offeror must be familiar with the SEER*DMS application and shall propose modifications to this system to accommodate new data imports. NCI will review these with a period of iterative review. The NCI will monitor modifications to SEER*DMS by the SEER*DMS team. The offeror shall not allocate resources for modifications to SEER*DMS but shall allocate resources to modify the SEER registry data management system if it is not SEER*DMS. In the case where the SEER registry has a data management system other than SEER*DMS, it shall be demonstrated during the contract period that the software application is completely functional/interoperable with SEER*DMS. The final tool/application shall be scalable, built on an architecture that will facilitate deployment at any US central cancer registry, and accommodate likely future developments in cancer surveillance. The final application shall be easily modifiable to provide for changes in the format of the source data.

All work shall be conducted in accordance with both the NCI and specific SEER registry security requirements in effect at the time. These requirements cover all aspects of security including patient confidentiality as well as data encryption as it pertains to both data transfer and storage. In their technical proposal, the offeror should provide all documentation and certifications required to insure that these requirements are met.

The schedule presented in the RFP for deliverables may be modified by offerors, with a rationale, to reflect the most appropriate timeline.

Project Management / Personnel

Offerors shall provide a diagram of the organizational structure of the proposed team in their proposal.

Key personnel include Project Director, Technical Lead, Lead Programmer, Staff with Natural Language Processing Expertise/Natural Language Processing Lead, SEER Liaison, Staff with SEER quality control expertise, and Lead Epidemiologist.

The involvement of various team members in different phases of the project should be clearly articulated. Particularly for a project this complex description of how leads on different tasks will interact, and how the overall activities will be monitored is very important.

Itemize the relevant education or training and experience in biomedical research and computing, indicating dates, places, and hardware and software used. Indicate the proposed position and time commitment, along with the percentage of time obligated to other projects (name of project, source of funding, duration, amount of time committed to project).

The offeror should include a detailed description of the software engineering methods employed by their organization.

Other Considerations
Note that resources for modification of registry dms systems other than SEER*DMS must be included in the proposal, while resources for modification of SEER*DMS should not be included.

An initial Project Management Plan (PMP) draft is due with the proposal.

5. **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

   IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "INFORMATION SECURITY."

   The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational and technical safeguards needed to protect the confidentiality, integrity and availability of a Federal information system and its information.

   The Statement of Work (SOW) requires the successful offeror to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies the following requirements apply to this solicitation:

   Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); http://csrc.nist.gov/drivers/documents/FISMA-final.pdf

a. Information Type

[ ] Administrative, Management and Support Information:

[X] Mission Based Information:

C.3.5.1 System Development D.19.1 Scientific and Technology Research: Innovation

b. Security Categories and Levels

Confidentiality Level:	[X] Low [ ] Moderate [ ] High
Integrity Level:	[ ] Low [X] Moderate [ ] High
Availability Level:	[X] Low [ ] Moderate [ ] High
Overall Level:	**[ ] Low [X] Moderate [ ] High**

c. Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each Contractor (including subcontractor) employee that the successful offeror proposes for work under the contract. For proposal preparation purposes, the following designations apply:

[ ] **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

[ ] **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC,** MBI or LBI). Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI)

[X] **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the Contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: http://ais.nci.nih.gov/forms/Suitability-roster.xls

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: http://ais.nci.nih.gov.

Contractor/Subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

d. Information Security Training

HHS policy requires Contractors/Subcontractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: http://irtsectraining.nih.gov/ prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Contracting Officer's Technical Representative (COTR).

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements (http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf). This document provides information about information security training that may be useful to potential offerors.

e. Offeror's Official Responsible for Information Security

The offeror shall include in the "Information Security" part of its Technical Proposal the name and title of its official who will be responsible for all information security requirements should the offeror be selected for an award.

f. NIST SP 800 53 Self Assessment

The offeror must include in the "Information Security" part of its Technical Proposal, a completed Self-Assessment required by NIST Draft SP 800-53, Recommended Security Controls for Federal Information Systems. (http://csrc.nist.gov/publications - under Special Publications).

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW to (1) develop a Federal information system(s) at the offeror's/subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the offeror's/subcontractor's facility.

g. Draft Information System Security Plan

The offeror must include a draft Information System Security Plan (ISSP) using the current template in Appendix A of NIST SP 800 18, Guide to Developing Security Plans for Federal Information Systems (http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf). The details contained in the offeror's draft ISSP must be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels.

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW with the offeror whenever the submission of an ISSP is required.

Note to Offeror: The resultant contract will require the draft ISSP to be finalized in coordination with the Contracting Officer's Technical Representative (COTR) no later than 90 calendar days after contract award. Also, a contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.

h. Common Security Configurations

The contractor shall ensure that any information technology acquired under this contract incorporates the applicable common security configuration established by the National Institute of Standards and Technology (NIST) at http://checklists.nist.gov.

i. References

1. Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); http://csrc.nist.gov/drivers/documents/FISMA-final.pdf
2. DHHS Personnel Security/Suitability Handbook: http://www.hhs.gov/ohr/manual/pssh.pdf
3. NIH Computer Security Awareness Training Course: http://irtsectraining.nih.gov/

   The following NIST publications may be found at the following site: http://csrc.nist.gov/publications/
   [Note: The search tool on the left side of this page provides easy access to the documents.]

4. NIST Special Publication 800-16, Information Technology Security Training Requirements; and
   Appendix A-D
5. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems
6. NIST SP 800-26, Revision 1, Computer Security
7. NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems
8. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I; and
   Volume II, Appendices to Guide For Mapping Types of Information and Information Systems To Security Categories, Appendix C, and Appendix D
9. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
10. FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
11. FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

c. BUSINESS PROPOSAL INSTRUCTIONS

1. Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

2. Information Other than Cost or Pricing Data

a. The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

   Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

   Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.

b. The information submitted shall be at the level of detail described below.

   1. **Direct Labor**

      Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

   2. **Materials**

      Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

   3. **Subcontracted Items**

      Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over $550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

   4. **Raw Materials**

      Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

   5. **Purchased Parts**

      Includes material items not covered above. Provide priced quantities of items required for the proposal.

   6. **Fringe Benefits**

      Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

   7. **Indirect Costs**

      Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

8. **Special Equipment**

   If direct charge, list any equipment in accordance with Item (13) Other Administrative Data, subparagraph (2) Government Property of this Section L.2.c of this solicitation.

9. **Travel**

   Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

10. **Other Costs**

    List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

3. **Cost and Pricing Data**

   1. **General Instructions**

      A. You must provide the following information on the first page of your pricing proposal:

         1. Solicitation, contract, and/or modification number;
         2. Name and address of offeror;
         3. Name and telephone number of point of contact;
         4. Name of contract administration office (if available);
         5. Type of contract action (that is, new contract, change order, price revision/ redetermination, letter contract, unpriced order, or other);
         6. Proposed cost; profit or fee; and total;
         7. Whether you will require the use of Government property in the performance of the contract, and, if so, what property. See Item (13) Other Administrative Data, subparagraph (2) Government Property of this Section L.2.c of this solicitation.;
         8. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
         9. The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403 5(b)(1) and Table 15 2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
         10. Date of submission; and
         11. Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including

1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

2. The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406 2, submit a Certificate of Current Cost or Pricing Data.

2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. **Materials and services**. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403 4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

1. *Adequate Price Competition*. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403 4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205 26(e)).

2. *All Other*. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403 4 and not otherwise exempt, in accordance with FAR 15.403 1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either $11.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. **Direct Labor**. Provide a time phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. **Indirect Costs**. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. **Other Costs**. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. **Royalties**. If royalties exceed $1,500, you must provide the following information on a separate page for each separate royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.
3. Patent numbers.
4. Patent application serial numbers, or other basis on which the royalty is payable.
5. Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
6. Percentage or dollar rate of royalty per unit.
7. Unit price of contract item.
8. Number of units.
9. Total dollar amount of royalties.

10. If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205 37).

F. **Facilities Capital Cost of Money**. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB CMF and show the calculation of the proposed amount (see FAR 31.205 10).

3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

4. **General Information**

a. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

b. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

4. **Small Business Subcontracting Plan**

If the proposed contract exceeds a total estimated cost of $550,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, See SECTION J - LIST OF ATTACHMENTS, BUSINESS PROPOSAL ATTACHMENTS of this RFP for an example of such a plan.

a. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

b. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

c. The offeror understands that:

1. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.

2. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses,

Women-Owned Small businesses, HUBZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.

3. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

4. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

5. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.

6. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

d. Each plan must contain the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.

2. A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

3. A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned and/or Service Disabled Veteran-Owned Small Business Concerns.

4. A description of the method used to develop the subcontracting goals.

5. A description of the method used to identify potential sources for solicitation purposes.

6. A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.

8. A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.

9. Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of $550,000 adopt a plan similar to the plan agreed upon by the offeror.

10. Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) to the Government.

11. List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

    For additional information about each of the above elements required to be contained in the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

    HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The anticipated minimum goals for this RFP are as follows:

    28% for Small Business; 5% for Small Disadvantaged Business; 5% for Women-Owned Small Business; 3% for HUBZone Small Business; and 3% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

5. **HUBZone Small Business Concerns**

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at http://www.sba.gov/hubzone.

6. **Extent of Small Disadvantaged Business Participation**

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Industry Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed $550,000 ($1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes.

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) codes, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at: http://www.sba.gov/size

The Department of Commerce website for the annual determination for NAICS codes* is: http://www.arnet.gov/References/sdbadjustments.htm.

** Note: Public Law 103-355 which authorized the SDB Price Evaluation Adjustment (PEA) and associated percentages/factors expired on December 9, 2004, therefore, the percentages shown at this website are no longer applicable.*

Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsector(s). The applicable authorized NAICS Industry Subsector(s) for this project is (are) identified elsewhere in this RFP. A total target for SDB participation by the Prime Contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the Business Proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**
If the evaluation factor in this solicitation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given (in addition to the narrative describing the plan for meeting the targets) follows:

EXAMPLE

Targets for SDB Participation - NAICS Industry Subsector 223

	SDB Percentage of Total Contract Value	**SDB Dollars**
Total Contract Value- $1,000,000	25%	$250,000
SDB Participation by Prime	10%	$100,000
(Includes joint venture partners and team arrangements)*		
SDB Participation by subcontractors	15%	$150,000

*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential Prime Contractor, or a potential Prime Contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

7. **Total Compensation Plan**

a. **Instructions**

1. Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors as a part of their Business Proposal will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.

2. The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).

3. Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

b. **Evaluation**

1. **Total Compensation Plan (Professional Employees)**

   In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

2. **Cost (Professional Compensation)**

   Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

3. **Other (Labor Relations)**

   An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

4. **Federal Acquisition Regulation Clauses incorporated by Reference**

   FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).

8. **Other Administrative Data**

a. **Property**

1. It is HHS policy that Contractors will provide all property necessary for contract performance. Exception may be granted to provide Government property (Government-furnished or Contractor-acquired), but only when approved by the Contracting Officer. If the offeror requests that Government property be

provided, other than that specified under "Government Furnished Property," below , the proposal must include a comprehensive justification addressing the following items:

a. State why the property is essential to contract performance and whether the property will be used exclusively for this contract.

b. Describe other alternatives (e.g., purchase, lease, etc.) pursued and why they were not viable options.

2. Government Property

The offeror shall identify Government property in its possession which it proposes to use in the performance of the prospective contract as follows:

a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);

b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and

d. The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

NOTE: The Contracting Officer will consider any potentially unfair competitive advantage that may result from the Contractor possessing Government property, and for evaluation purposes only, adjust the offers using a rental equivalent evaluation factor, as appropriate.

3. Government-Furnished Property

No Government Furnished Property is offered for this acquisition

4. The management and control of any Government property shall be in accordance with the HHS Publication entitled, Contractors Guide for Control of Government Property, which can be found at: http://www.hhs.gov/oamp/policies/contractors_guide_for_control_of_gov_property.pdf

b. ***Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38*** *(MAY 1999)*

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232 34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).
(2) The offeror's name and remittance address, as stated in the offer.
(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
(4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.
(5) The offeror's account number and the type of account (checking, savings, or lockbox).
(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

c. **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

d. **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provision is applicable:

Incremental Funding, HHSAR 352.232-75 (January 2006)

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds as specified in FAR 52.232-22. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. The Government intends to allot additional funds up to and including the full estimated cost of the contract for the remaining years of performance by contract modifications. However, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor is the Contractor obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract, as specified in FAR 52.232-22, shall supersede the Limitation of Cost clause found in the Section I, Contract Clauses.

(End of provision)

e. ***Facilities Capital Cost of Money****, FAR 52.215-16, (June 2003)*

(This is applicable if you are a commercial organization.)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

[ ] Fac Cap Cost of Money (Has)*The prospective Contractor* ***has*** *specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).*

[ ] Fac Cap Cost of Money (Has Not) ***has not*** *specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.*

9. **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a. **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b. **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c. **Performance History**

Performance history is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d. **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e. **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

10. **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

a. Willingness to perform as a subcontractor for specific duties (list duties).

b. What priority the work will be given and how it will relate to other work.

c. The amount of time and facilities available to this project.

d. Information on their cognizant field audit offices.

e. How rights to publications and patents are to be handled.

f. A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:
http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm

11. **Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

12. **Travel Costs/Travel Policy**

a. **Travel Costs - Commercial**
Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b. **Travel Policy**
One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

13. **Additional Business Proposal Instructions Specific to this RFP**

Uniform Budget Assumptions

The assumptions listed below must be used by all offerors in preparing a proposal. The below budget assumptions do not cover all costs associated with this project.

1. Travel

There will be 2 categories of travel in this contract.

1) Yearly in person meetings will be held in the Washington DC area.

2) Travel to SEER Program registry site(s) should be budgeted as needed.

For category 1) please budget travel for two staff, for two day meeting per year, to meet with the Project Officer in the Washington DC area.

For category 2) the exact number of trips are not known at this time, however, for cost estimate purposes please budget travel for two staff for one, two day meetings per year, at the SEER Registry site to participate in SEER registry meetings.

Resources for Modification of SEER*DMS should not be budgeted as part of the efforts under this RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

1. **GENERAL**

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost. The Government intends to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2. **MANDATORY QUALIFICATION CRITERIA**

Listed below are mandatory qualification criteria. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS PROPOSAL.

The qualification criteria establishes conditions that must be met at the time of receipt of Proposals by the Contracting Officer in order for your proposal to be considered any further for award.

The Contractor shall demonstrate that they have obtained the commitment of one or more SEER Registries to participate in this project by including a signed letter of commitment from the Registry Principle Investigator. This letter must detail the level to which the SEER Registry will be participating and must address how the level of participation responds to the requirements for registry access detailed in the Statement of Work.

3. **TECHNICAL EVALUATION CRITERIA**

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

TOTAL POSSIBLE: 100 points

1. Proposed Technical Approach...40 points

Demonstrate technical capabilities and understanding of each major item in the Statement of Work: Identification and characterization of data content area and data source; Software development/deployment process including processing of newly accessed data by SEER Program registry database; Use of coding algorithms and natural language processing; Quality control plan; Data collection plan; Data analyses and manuscript preparation;

This is specifically related to the following:

a. Demonstration of capability and understanding of the project requirements as detailed in the Statement of Work: Project Management; Identification and Characterization of Data Content Area and Data Source; Software Development/Deployment Process, Including Processing of Newly Accessed Data by SEER Program Registry Data Management Systems; Quality Control Plan; Data Collection Plan; Data Collection and Quality Control; and Data Analyses and Manuscript Preparation.

b. Documented schedule for execution of tasks in the Statement of Work with timeline and indication of which proposed staff are involved in, and leading, each activity plan for how the technical requirement of the Statement of Work will be accomplished.

c. Demonstrated comprehension of caBIG® philosophy, principles, and guidelines.

d. Documentation that the technical approach has been applied and succeeded in prior work of a similar nature.

2. Proposed Management Approach.. 25 points

Demonstrate managerial capabilities and understanding of each major item in the Statement of Work and how the proposed management approach will lead to successful completion of all tasks. Thoroughly describe leadership for each task, coordination between team members, and monitoring of all contract deliverables.

a. Demonstration of ability to have frequent direct contact between key contract staff (Project Director and other Key personnel) and the NCI Project Officers or study investigators. Meetings may be facilitated by teleconference, video conference, etc., as appropriate to the activity.

b. Demonstrated understanding of the application of formal mechanisms and quantitative indicators for monitoring the technical progress.

c. Documentation that the monitoring mechanisms have been applied and succeeded in prior work of a similar nature.

d. Documentation of the Proposed Management Plan.

3. Capabilities/Experience of Key Personnel and Project Staff.....................................25 points

a. Capabilities/Experience of Principle Investigator/ Project Director (10 points)

1) Documented availability of a Principle Investigator/ Project Director with the training and experience to oversee the functions described in the Statement of Work.

2) Evidence of strong organizational and managerial skills including demonstrated ability to plan and lead a complex project to completion.

3) Demonstrated ability to effectively lead a diverse group of highly technical personnel in a multidisciplinary effort.

4) Documentation of the position of the Principle Investigator/ Project Director in relation to the organizational structure of the Offeror, including ability to commit organizational resources.

5) Documented plan to retain Principle Investigator/Project Director.

b. Capabilities/Experience of Key Senior Personnel and Project Staff (15 points)

Key personnel include Technical Lead, Lead Programmer, Staff with Natural Language Processing Expertise/ Natural Language Processing Lead, SEER Liaison, Staff with SEER quality control expertise, and Lead Epidemiologist.

Demonstration of:

1) Technical Lead:

a) Experience in supervising and coordinating the efforts of personnel required to perform the assignments specified in the Statement of Work.

b) Experience in serving as task/project leaders for complex applications similar to specified in the statement of work.

c) Education and experience indicating knowledge of software design, development, deployment and maintenance and supervision of others doing these activities.

d) Education and/or experience with clinical, epidemiologic and/or surveillance applications.

2) Lead Programmer:

a) Experience in serving as task/project leaders for complex application similar to specified in the statement of work.

b) Education and experience indicating knowledge of software design, development, deployment and maintenance and supervision of others doing these activities.

c) Education and/or experience with clinical, epidemiological and/or surveillance applications.

d) Demonstrated ability to develop computer applications specified in the Statement of Work.

3) Staff with Natural Language Processing Expertise/Natural Language Processing Lead:

a) Experience and/or education in the area of natural language processing, preferably with clinical applications, that demonstrates the ability to carry out the tasks in the Statement of Work.

b) Experience interacting with programmers and users in developing successful clinical and/or basic research natural language processing applications.

4) Lead epidemiologist:
a) Demonstrated ability to conduct the analysis specified in the statement of work.

b) Education at the graduate level and/or experience indicating an understanding of cancer surveillance epidemiology.

5) SEER Liaison:

a) Demonstrated understanding of, and at least 3 years experience with, a SEER central cancer registry. This shall include understanding of registry operations, data management, deliverables, and uses to which data are put.

6) Staff with SEER Quality Control Experience:

a) Demonstrated understanding of and ability to conduct the quality control activities specified in the statement of work.

b) At least 3 years experience with a SEER Central Cancer Registry.

7) Documented plan to retain Project Staff.

4. Organization Experience………………………………………………..………………10 points

Demonstrated ability to carry out the specific tasks and minimum requirements of the Statement of Work, including;

a. Documented capabilities and resources of the organization including previous and present involvement in projects similar to the one described in this RFP.

b. Documented availability of adequate facilities, equipment, and secure storage of documents and databases to perform the Statement of Work

c. Documentation of the organization's experience relative to the size and scope of the work requested.

d. Documented evidence of problem solving skills, creativity, and improved outcomes in current or past work relevant to the Statement of Work.

e. Documented experience in maintaining data security and confidentiality.

f. Document previous projects where members of the proposed team have worked together.

4. **PAST PERFORMANCE FACTOR**

Offerors' past performance information will be evaluated prior to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal is determined to be technically unacceptable.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

5. **EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION**

SDB participation will not be scored, but the Government's conclusions about overall commitment and realism of the offeror's SDB Participation targets will be used in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered to offer the best value to the Government.

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. Evaluation of SDB participation will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

a. Extent to which SDB concerns are specifically identified

b. Extent of commitment to use SDB concerns

c. Complexity and variety of the work SDB concerns are to perform

d. Realism of the proposal

e. Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation

f. Extent of participation of SDB concerns in terms of the value of the total acquisition.